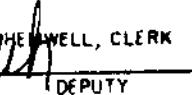


SEP 25 2006

ROBERT H. SHEPPWELL, CLERK
BY 
DEPUTY

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAKE CHARLES DIVISION

BROOKSHIRE BROTHERS HOLDING, INC., ET AL : DOCKET NO. 04-1150

VS. : JUDGE TRIMBLE

TOTAL CONTAINMENT, INC., ET AL : MAGISTRATE JUDGE WILSON

MEMORANDUM RULING AND JUDGMENT

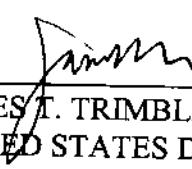
Before the Court is a "Motion for Summary Judgment on Behalf of Steadfast Insurance Company" (doc. #538). Steadfast Insurance Company ("Steadfast") issued a claims-made policy to Total Containment, Inc. ("TCI") for the policy period 01/24/97 through 01/24/98 bearing number SCC 2252219-00. TCI is the named insured under the Steadfast policy. In order for a claim to be covered under the Steadfast policy, it must be first made in writing against the named insured during the policy period by reason of bodily injury or property damage to which the insurance applies. A claim is defined by the policy as written notice received by the named insured of an intention to hold the named insured responsible for an occurrence covered by the policy, and shall include the service of a suit or institution of arbitration proceedings against the insured.

Plaintiffs' first written demand to TCI was the filing of the instant lawsuit in August, 2003 which is well after the Steadfast policy period. Plaintiffs concede in their response that the first notice of claim given by Brookshire Brothers to any Steadfast insured came outside the policy period.¹ As a matter of law, Steadfast is entitled to summary judgment in its favor. Accordingly,

¹ Plaintiff's response to motion for summary judgment, p. 1.

IT IS ORDERED, ADJUDGED AND DECREED that the motion for summary judgment (doc. #538) is hereby **GRANTED** dismissing with prejudice all claims by Plaintiffs against Steadfast Insurance Policy.

THUS DONE AND SIGNED in Chambers at Lake Charles, Louisiana, this 25th day of September, 2006.



JAMES T. TRIMBLE, JR.
UNITED STATES DISTRICT JUDGE